

**FIRST AMENDMENT TO
OFFICE BUILDING LEASE**

THIS FIRST AMENDMENT TO OFFICE BUILDING LEASE (Amendment) is made and entered into by and between the the Town of Frederick, a Colorado municipal coporation (Lessor) and Civil Resources, LLC, a Colorado limited liability corporation (Lessee).

WHEREAS, the parties entered into an Office Building Lease, dated December 12, 2006, for the property located at 323 Fifth Street, Frederick, Colorado, (Lease) for a base term of two (2) years, with a renewal option for one (1) additional year; and

WHEREAS, prior to expiration of the base term, Lessee exercised its option to renew for a term expiring on March 1, 2010; and

WHEREAS, the parties desire to amend the Lease to accommodate successive periods of optional renewal terms and to amend the notice required by either party prior to termination of the Lease.

NOW, THEREFORE, incorporating the foregoing Recitals herein, which are hereby acknowledged as being true and correct, and in consideration of the mutual promises, agreements, undertakings and covenants, as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree to amend the Lease as follows:

A. Rent. The fourth paragraph of section 3 of the Lease shall be replaced in its entirety to read as follows:

3. RENT.

...

"After the first year, Lessee may terminate the Lease upon sixty (60) days notice to the Lessor. After the third year, should the Lessee renew the Lease according to the terms herein, the lease shall be extended in two year increments and either party may terminate the Lease upon one hundred twenty (120) days written notice to the other party. At the end of any renewal term, should the Lessee hold over and remain in possession of the leased property after the expiration of this Lease without the Lessor's consent, it shall not be deemed or construed to be a renewal or an extension of this Lease but shall only operate to create a month-to-month tenancy which may be terminated by the Lessor at the end of any month upon one hundred twenty (120) days prior written notice to the Lessee"

B. Option To Renew. Section 6 shall be replaced in its entirety to read as follows:

“6. OPTION TO RENEW. The Lessee may renew this Lease for up to five (5) separate and successive terms of two years each, subject to the approval of the Lessor, which approval shall not be unreasonably withheld. Each renewal term shall be upon the same terms, covenants and conditions as set forth in this Lease, as they exist at the time of such renewal, except that the base rent for each renewal term shall be increased by the greater of 4% or the Boulder/Denver CPI. Lessee must express in writing its intent to exercise the option to renew this Lease, to be received by Lessor no later than sixty (60) days prior to expiration of the then-current term. Lessor shall send written confirmation of its approval of such renewal and the applicable rate increase within fifteen (15) days of receiving Lessee’s written request for renewal.”

C. Counterparts. This Amendment may be executed in counterparts, with said counterparts being effective as originals when attached to the document with the other party’s counterpart.

D. Ratification. Except as specifically set forth herein, all other terms and conditions of the Lease are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to Office Building Lease is executed on this _____ day of _____, 2010 (the "Effective Date").

TOWN OF FREDERICK

CIVIL RESOURCES, LLC

By _____
Eric E. Doering, Mayor

By _____
Brad L. Hagen, Member

ATTEST:

Nanette S. Fornoff, Town Clerk

By _____
Danna Ortiz, Member